

Request for Proposals
Technical Assistance in Biological Sciences
PROJECT NO. K00R5200202



**Department of Natural Resources
Resource Assessment Services
Power Plant Assessment Division
Issue Date: January 7, 2005**

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please e-mail or fax this completed form to: 410-260-8347 to the attention of Deborah Thompson.

Title: Technical Assistance in Biological Sciences
Project No: K00R5200202

If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND
Request For Proposals
Technical Assistance in Biological Sciences
PROJECT NUMBER: K00R5200202

RFP Issue Date: January 7, 2005

RFP Issuing Office: Department of Natural Resources
Resources Assessment Service
Power Plant Assessment Division

Procurement Officer: DEBORAH THOMPSON
FAX: (410) 260-8347
EMAIL: dthompson@dnr.state.md.us

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: On or about 7/1/2005 through 6/30/2010

Pre-Proposal Conference: January 18, 2005, 10:00 AM (Local Time)
LOCATION: MARYLAND DEPARTMENT OF NATURAL RESOURCES
580 TAYLOR AVE
C-1 CONFERENCE ROOM
ANNAPOLIS, MD 21401
See Attachment G for directions, or
Call Richard McLean at 410-260-8662

Proposals are to be sent to: Department of Natural Resources
Resources Assessment Service
Power Plant Assessment Division
Tawes State Office Bldg. B-3
580 Taylor Avenue
Annapolis MD 21401
Attention: Richard McLean

Closing Date and Time: February 28, 2005 at 2:00 PM (Local Time)

NOTE: Prospective Offerors who have received this document from the Department of Budget and Management's web site or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Forms in Microsoft Excel.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Maryland Power Plant Assessment Division (PPAD) is seeking the services of a Contractor to provide technical assistance in the area of Biological Sciences as it relates to the siting, licensing and operation of electric power plants and ancillary facilities including solid waste disposal sites and transmission lines within or affecting Maryland.

The majority of PPAD projects are performed by scientists and engineers working on task-based assignments under contract to PPAD. These contractors are retained to provide continuing consultation on matters related to power generation issues and are termed integrators. Issues identified by PPAD and evaluated by consulting integrators provide information for various decision processes related to power plant siting and impact issues. The results form the basis for recommendations to pertinent regulatory bodies.

Integrator responsibilities are structured according to topical areas. A Contractor to provide services related to Biological Science is the topical integrator responsibility solicited through this RFP. The Biological Sciences Integrator is expected to provide technical expertise in such areas as impact assessment of atmospheric deposition of power plant related pollutants, impacts related to hydroelectric power production, impacts related to the use of surface and ground water for power plant cooling, generic fisheries and aquatic sciences, and terrestrial sciences including uplands, wetlands and waterways as well as providing expertise in cost-benefit analysis, chemistry, risk assessment, facility engineering, and policy and regulatory analysis as related to biological and ecological impacts of power generation and transmission.

The intended contract to be awarded will be a fixed price contract for a contract period of five years. Funding for services to be provided beyond the first year is annually contingent upon approval by the Maryland General Assembly as well as satisfactory performance in the prior year of the contract (see Section II, D. of this RFP). The contract period would run from July 1, 2005 to June 30, 2010.

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. Agency– A unit of the Executive Branch of State government.
- b. COMAR – Code of Maryland Regulations.
- c. Contract – The Contract attached to this RFP as Attachment A.
- d. Contractor – The business entity awarded the contract for the procured services identified in this RFP for Technical Assistance in Biological Sciences for the Power Plant Assessment Division.
- e. DBM – Department of Budget and Management
- f. DNR – The Maryland Department of Natural Resources.
- g. Local Time – Time in the Eastern Time Zone as observed by the State.
- h. Offeror – An entity that submits a proposal in response to this RFP.
- i. PPAD – Power Plant Assessment Division
- j. PPRP – Power Plant Research Program
- k. Procurement Officer – The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative that can authorize changes to the contract.
- l. RFP – This Request for Proposals for the State of Maryland Technical Assistance in Biological Sciences, Project Number K00R5200202, dated January 7, 2005 including any amendments.

1.3 Contract Type

The contract that results from this RFP shall be a fixed unit price contract with indefinite quantity in accordance with COMAR 21.06.03.06.A(2).

1.4 Contract Duration

The term of this Contract is for a period of five (5) years commencing on the date that the Department executes this contract.

1.5 Procurement Officer

The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer as listed below:

Deborah Thompson
Procurement Section
580 Taylor Ave B-4
Annapolis, MD 21401
TELEPHONE: 410-260-8056
Fax: 410-260-8347
Email: dthompson@dnr.state.md.us

DBM may change the Procurement Officer at any time by written notice to the Contractor.

1.6 Contract Manager

Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. The State's Contract Manager is:

Richard McLean
Department of Natural Resources
Power Plant Research Program
580 Taylor Ave. B-3
Annapolis MD 21401
Telephone: 410-260-8662
Fax: 410-260-8670
Email: rmclean@dnr.state.md.us

DBM may change the Contract Manager at any time by written notice to the Contractor.

1.7 Pre-proposal Conference

A Pre-Proposal Conference (Conference) will be held on January 18, 2005, beginning at 10:00 AM, at Department of Natural Resources, 580 Taylor Avenue, Tawes State Office Bldg. Conference Room C-1, Annapolis MD 21401. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

As promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM, January 12, 2005, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form Attachment E. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DNR will make reasonable efforts to provide such special accommodation.

1.8 Questions

The Procurement Officer, prior to the pre-proposal conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.9 Proposals Due (Closing) Date

An unbound original and eight (8) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 2:00 PM (local time) on February 28, 2005, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, February 28, 2005 at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

1.10 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to

have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.12 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.13 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offeror's of the time and place of oral presentations.

If requested, oral presentations will occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly.

Oral presentations shall follow a specified format and will generally be limited to about one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

The presentation may include but not be limited to the following items in the Offeror's technical proposal.

- Description of how the proposed services will be provided
- Description of how the Offeror plans to meet the identified requirements in the RFP
- Experience and capabilities
- Description of the organization
- Description of how the Offeror plans to meet RFP reporting requirements
- Description of references and the scope of services to other clients by each reference

1.14 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.15 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.16 Protests/Disputes

Any protest or dispute related respectively to this RFP or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.17 Multiple or Alternate Proposals

Multiple and Alternate proposals will not be accepted.

1.18 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01)

1.19 Offeror Responsibilities

The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports must pertain exclusively to the Offeror, unless the Parent organization will provide guarantees for the performance of the subsidiary.

1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.21 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

1.22 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

1.23 Minority Business Enterprise Subcontract Participation

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit. See Attachment D.

MBE GOALS AND SUB GOALS

- An MBE subcontract participation goal of 10 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- A bidder or offeror must include with its bid or offer:
 1. A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 2. A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 1. Outreach Efforts Compliance Statement (Attachment D-3)
 2. Subcontractor Project Participation Statement (Attachment D-4)
 3. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
 4. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

1.24 Arrearages

By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.25 Procurement Method

This contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.27 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.28 Electronic Funds Transfer (EFT) Program

The state of Maryland requires all contractors to be registered to receive state payments by electronic funds transfer (EFT) before any contract exceeding \$200,000 is approved by the Maryland Board of Public Works. The State has the ability to process vendor payments electronically using the CCD and CCD+ payment formats. The CCD+ payment format will contain summarized information and will not provide details concerning each invoice amount included in the check total. However, vendors may obtain the detailed information on an electronic payment via the One Stop Vendor Payment Inquiry System. The CTX payment format will contain the total payment amount and details concerning each invoice amount included in the check total. The depositing bank may charge a fee for the CTX format. Vendors need to discuss potential charges with their bank. If you want to receive all payments from the State using the Electronic Funds Transfer program, submit Form X-10 to EFT Registration, General Accounting Division, P.O. Box 746, Annapolis, MD 21404-0746. If you are unable to download Form X-10, you can also contact GAD to obtain the form. Completing Form X-10 is all you need to do to get started.

1.29 Contract Price Adjustments

a. Price Adjustment

On the subsequent annual anniversary date of the beginning of the contract, the Contractor(s) shall be entitled to an adjustment to the contract service rates. At least fifteen (15) days prior to the anniversary date of the above years in question, the State shall advise the Contractor(s) of the permitted percentage adjustment for each contract service rate. Yearly adjustments will be based on the prior year CPI changes as described in paragraph B below. However, the maximum annual increase for all Option Years shall be limited to 5% of the unit prices in effect at the time of the price adjustment.

b. Consumer Price Index Information

The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the U.S. City Average Consumer Price Index - All Urban Consumers ("CPI-U"), all items, base period 1982-84=100, no seasonal adjustment, for the month of December released approximately mid-month in January.

The adjustment will be calculated as a percentage resulting from the annual change in the index from the preceding December. An example of the calculation is provided in paragraph 4. Within five (5) business days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised rates.

In the event that the BLS discontinues the use of the index described in paragraph b above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

The following example illustrates the computation of percent change in Option Year 1 (assuming that Option Year starts 7/1/2006):

CPI for July 2007	136.0
Less CPI for July 2006	129.9
Equals index point change	6.1
Divided by July 2006 CPI	129.9

Equals	.047
Result multiplied by 100	0.047×100
Equals percent change	4.7%

SECTION 2 – MINIMUM QUALIFICATIONS

Minimum Qualifications-Offerors must meet the following requirements. Offerors not meeting the requirements will not be considered for award.

- 2.1 Each Offeror shall have managerial, technical and clerical staff to meet the personnel requirements in Section 3.3.
- 2.2 Each Offeror must have and maintain technical expertise in the areas of biological and ecological science identified in section 3.4.1

SECTION 3 – SCOPE OF WORK

3.1 Purpose And Background

3.1.1. The State is issuing this solicitation for the purposes of providing the Maryland Power Plant Assessment Division (PPAD) services of a Contractor to provide technical assistance in the area of Biological Sciences as it relates to the environmental impact of siting, licensing and operation of electric power plants and ancillary facilities including solid waste disposal sites and transmission lines within or affecting Maryland.

3.1.2 The Biological Sciences Contractor provides PPRP with technical expertise in such areas as impact assessment of power production and transmission on terrestrial and aquatic natural resources, chemistry, risk assessment, cost-benefit analysis, and regulatory analysis. The Biological Sciences Contractor assists PPRP with identification of important policy and management issues, design of studies to address these issues, and evaluation of study conclusions. The Biological Sciences Contractor, subcontractors managed by the Contractor, or other PPRP contractors conduct the necessary studies as directed by PPRP.

3.1.3 The Biological Sciences Contractor will conduct projects to address environmental issues related to:

- Siting and licensing of new electricity generation facilities including fossil, nuclear, solar, and wind and distribution facilities including transmission lines;
- Impact assessment of existing electricity generation and transmission facilities
- Effects of power plant emissions and operations on the environment and human health;

3.2 Project Descriptions and Scoping Process

3.2.1 PPRP program staff will be directly in charge of establishing the Scope of Work, the detailed assignments and schedules and budgets for the types of projects described above, as they relate to PPRP projects.

3.3 Contractor Personnel

The Contractor shall provide personnel to implement and support the contract. Described below are the personnel minimums required in the performance of the Contract.

- 3.3.1 Senior Manager - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action and has authority for making corporate decisions. Ph.D. degree or equivalent; and at least 10 years experience in applicable technical field.
- 3.3.2 Project Manager - Plans, conducts and supervises major assignments normally involving teams of staff. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with some latitude for unreviewed action or decision. Masters Degree or equivalent and at least 7 years experience in applicable technical field.

- 3.3.3 Senior Scientist/Senior Engineer - Serves as technical lead for major project elements and manages specific technical tasks. Works under the direction of the Project Manager. Masters Degree or equivalent and at least 5 years experience in the applicable technical field.
- 3.3.4 Scientist/Engineer - Under supervision of a Senior or Project Manager, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity. B.S. Degree or equivalent and at least 3 years experience.
- 3.3.5 Technician - Junior support staff working under the direct supervision of Task Manager; carries out assignments such as data collection, data entry, and field activity support, where supervisors review work carefully. BS degree or equivalent, no experience required.
- 3.3.6 Junior Technician - Junior Technician, junior support staff, working under direct supervision of Task Manager, with requirement of high school degree plus one year of college or 1 year of work experience in a relevant discipline .
- 3.3.7 Administrative/clerical – persons within this classification are capable of providing clerical, stenographic, graphic and accounting services to assist in managing this contract.
- 3.3.8 Definitions of experience and equivalency are provided below:
- Any combination of additional years of experience in the proposed field of expertise plus full-time college level study in the particular field totaling four years will be an acceptable substitute for a B.S. degree.
 - A B.S. degree plus any combination of additional years of experience and graduate level study in the proposed field of experience totaling 2 years will be an acceptable substitute for a M.S. degree.
 - A B.S. degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling 4 years or a M.S. degree plus 2 years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. degree.
 - Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.
- 3.3.9 Personnel Changes - If staff or subcontractors designated for work on the project are removed from the contract, the contractor must submit justification in writing within 21 calendar days prior to removal along with a resume of the intended replacement. Until PPAD authorizes replacement, the key person at issue may not be reassigned from working under this contract. PPAD approval for such a replacement will not be unreasonably withheld. In the event a person designated as key staff leaves employment of the contractor or subcontractor(s), the contractor must submit a resume of the intended replacement for PPAD's approval. PPAD reserves the right to reject any individual from serving on this contract as well as the right to review and accept any personnel changes that may be made from the personnel defined in this section.
- 3.3.10 Management - The respondent must identify a single point of contact serving as the overall project manager to oversee the work and be accountable for all technical and administrative aspects of contractual performance.

Also required is a description of the offeror's proposed system for tracking and reporting of project personnel time, commitments and deliverables.

This section should provide a staff loading chart indicating the amount of time each staff person is expected to be involved in each task.

- 3.3.11 Subcontractors - This section should also include a letter of commitment from any subcontractor, including those meeting the MBE sub-contracting goal, or a memorandum of understanding (MOU) between contractor and subcontractor. The letter or MOU must name those subcontractor employees proposed for this project and their qualifications.

Professional services provided by subcontractors may be compensated in accordance with the hourly rates, as specified above, or by other means to include, but not be limited to fixed price. The price for these services, including handling fees applied by the Contractor will be pre-approved by the Department's contract manager.

3.4 General Contractor Requirements

The Contractor shall:

3.4.1 Maintain **Expertise in Biological and Ecological Science**

The Biological Sciences Contractor will be expected to provide expertise in all areas of biological and ecological science, specifically including, but not limited to, the following categories:

- Atmospheric Deposition
 - Effects on aquatic chemistry and biota
 - Impacts to terrestrial natural resources
 - Model development and utilization
 - Mitigation applications
- Greenhouse/Global Climate Issues
 - Aquatic effects
 - Terrestrial effects
 - Mitigation
- Aquatic Science
 - Fisheries ecology, estuarine and freshwater
 - Benthos ecology, estuarine and freshwater
 - Vegetation ecology
- Environmental Licensing of Energy Facilities
 - Wetlands experience (Corps of Engineers)
 - Clean Water Act (316a, b)
 - Federal and State EIS experience
 - Federal and state permit preparation and testimony
- Reservoirs and Regulated Flows
 - Large and small –scale hydroelectric projects
 - Instream flow models
 - Riverine ecology and modeling
 - Lacustrine ecology and modeling
- Risk Assessment and Hazards Analysis
- Sampling and Biological and Chemical analysis
 - Bioassay/biototoxicity
 - Water Quality
- Terrestrial Assessment
 - Threatened and Endangered Species
 - Fragmentation
- Transmission Line Impact
 - Routing/construction impacts
 - Maintenance practice, herbicides, pesticides
- Policy Analysis
- Cost-Benefit Analyses

3.4.2 Provide **Coordination and Cooperation**

The Contractor will be expected to coordinate with other PPAD contractors, subcontractors, regulatory agencies, utilities, and other interested parties during various projects. In some cases PPAD will be conducting studies jointly with utility companies or other state agencies, and in all

cases cooperation with utilities or other state agencies, including exchange of data and study results, will be required.

In addition, many projects conducted by PPAD, e.g., a detailed site evaluation, will involve more than one PPAD contractor. In such cases, a lead contractor may be identified. The contractor selected as lead will be responsible not only for projects within its usual area of responsibility, but also coordinating the results of other contractors in the development of overall conclusions. PPAD contractors not serving as lead are responsible for coordinating with the lead contractor in providing results of pertinent projects.

- 3.4.3 Because many projects will be conducted as part of a regulatory proceeding, the resolution of issues must be completed within the schedule set by the regulatory agency. This may require diverting effort from other ongoing studies not constrained by regulatory proceedings. Although it is expected that appropriate planning will reduce the number of occasions on which such redirection is necessary, the Contract must be sufficiently flexible to address issues and allocate staff to address emerging issues not fully defined and scoped at the outset of a project or task.

3.4.4 **Maintain Local Presence - Location**

Because of the extensive interaction required between the contractor and PPAD staff, other PPAD contractors, other government agencies, and utility companies, a substantial presence in or near the State of Maryland is required during the term of the contract.

- 3.4.5 Provide **Biological Sciences Services** to carry out research on power related topics to:

- Identify important issues
- Design a program of study to address these issues
- Implement studies
- Evaluate results
- Present conclusions

It is important to note that not all studies will be conducted solely by the contractor. In some cases it is likely that studies identified and possibly designed by the contractor will be conducted by a subcontractor, with the primary contractor serving as contract manager.

The contractor must be capable of undertaking both long term study efforts and short term response efforts. In addition, the role will require review and analysis of specific issues as they arise, and assistance in the definition, design, and coordination of studies designed to address these issues. The contractor will be responsible for technical oversight and quality control for these studies, with final authority for decisions regarding performance remaining with PPAD.

Many of these activities will be conducted as part of a regulatory proceeding, especially those of the Maryland Public Service Commission (PSC). The tasks associated with participation in such a proceeding include the following:

- Review of power plant PSC or related applications
- Review of applicants' environmental studies
- Conduct studies to supplement or verify the application material
- Preparation and presentation of testimony for hearings and adjudicatory proceedings
- Review of, and response to, applicants' testimony

3.5 **Management Reports**

The Contractor shall provide via e-mail and hard copy contract information and status reports to the Contract Manager. Reports shall be provided in Microsoft Word or Microsoft Excel unless another software format is acceptable to the Contract Manager and in the following manner:

- 3.5.1 A monthly status and project activity report shall be provided to the Contract Manager with the monthly invoices.
- 3.5.2 Annual Project Highlights and Summary shall be provided to the Contract Manager.

3.6 Transition Plan

The Contractor shall have a transition plan for assuming the work outlined within this RFP that is currently being performed by the incumbent Contractor. The Contractor shall assist the Contract Manager in performing up to 3 orientation programs for the program managers. The orientation programs shall be held at 580 Taylor Avenue and shall be no more than about 2 hours per program. The final plans must be delivered to the Contract Manager at the contract kick-off meeting, which will be scheduled to start about 30 days after contract award.

3.6.1 The Contractor shall supply orientation materials to all attendees of the orientation programs. There will be approximately 12 persons briefed.

3.6.2 The Contractor shall have a detailed implementation plan for establishing biological sciences services including tasks, schedules, man-hours and any State assistance necessary for implementation.

3.7 Insurance Requirements

3.7.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.

3.7.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

3.7.3 The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies must be with a company licensed to do business in Maryland.

3.8 Contract Close-Out

3.8.1 As the end of the contract term approaches, the State requires a smooth and orderly transition from the Contractor to any successor contractor to ensure minimum disruption and avoid decline in service to using State agencies. The Contractor must be available and cooperative in any transition at the Contract close-out.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Offerors must prepare separate volumes for the technical and financial proposals. Offerors must propose all service identified within the RFP. Offerors who fail to propose all services or all prices for these services, as outlined in Attachment F Price Proposal Forms, shall be deemed as not reasonably susceptible of being selected for award. Technical proposals will be evaluated separately from the financial proposals.

4.2 Proposals

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP). An unbound original, so identified, and eight (8) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Word or Excel format must also be submitted with the unbound original technical and financial volumes, as appropriate. Electronic media may be 3-1/2" diskette or CD and shall bear the RFP number and name, name of the Offeror and the technical or financial volume number.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume". Each Volume and each separate package is to be labeled either "Volume I-Technical Proposals – Technical Assistance Biological Sciences " or "Volume II-Financial Proposals – Technical Assistance Biological Sciences"

Additionally on the outside of each sealed package the Offeror must include the RFP number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals.

All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

4.4 Volume I – Technical Proposal

4.4.1 Transmittal Letter

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

4.4.2 Format of Technical Proposal:

The technical proposal shall not include any references to prices proposed by the Offeror. Inside the sealed package described in Section 4.3, above, an unbound original, to be so labeled, eight (8) paper copies and one electronic version shall be enclosed. Section 3 of this RFP provides requirements and Section 4 provides instructions on how Offerors are to prepare their reply. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals should be organized and numbered in the same order as provided in this section of the RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include:

4.4.2.1 Title and Table of Contents:

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. Information that is claimed to be confidential is to be identified and stated between the Offeror's Title Page and before the Offeror's Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

4.4.2.2 Executive Summary:

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." The summary shall specifically identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

Warning: Exceptions to contractual terms and conditions or the scope of work may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exceptions, the Executive Summary should specifically so state.

4.4.2.3 Minimum Qualifications:

The Offeror must provide evidence that the Offeror meets the minimum qualifications of Section 2 of this RFP. Offerors who cannot demonstrate or prove they meet the minimum qualifications will be eliminated from further consideration.

4.4.2.4 Offeror Technical Response to RFP Requirements:

The Offeror must address each criterion in their technical proposal and describe how their proposed services will meet the requirements as described in the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

Section 3.4 of the RFP are work requirements and the Offeror's response shall include an explanation of how the work will be done. Draft transition and orientation plans must be included (See RFP section 3.5.)

4.4.2.5 Offeror Experience and Capabilities:

Offerors shall include information on past experience with similar requirements. Offerors shall provide or describe their experience and capabilities through a response to the following:

- An overview of the Offeror's experience providing biological services. This description shall include:
 - A summary of the services offered
 - The extent of similar services provided to existing customer base
 - The number of years the Offeror has provided these services
 - The number of clients and geographic locations the Offeror currently serves
- Efforts and capabilities that will be dedicated to the biological services contract.
- The degree of dedication and the number of personnel to be assigned to the State's account.
- Methods on how the Offeror will provide Biological Sciences services and provide the services in an economical manner.
- The process for resolving billing errors.

- An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles.
- The names, titles and resumes of the key management personnel directly involved with supervising the services rendered under this Contract.
- A list of memberships in all professional organizations that may demonstrate the firm's commitment to continuous learning through professional networking.

4.4.2.6 References.

- Provide three references from your current client list that can discuss specifically:
 - The Offeror's ability to manage services of a size and complexity similar to the requirements of this RFP.
 - The quality and breadth engineering services provided by the Offeror.
 - Each client reference must include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point-of-contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and improvements made to client needs
 - An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.
- Provide a list of all former clients with contracts in excess of \$500,000 per year who have terminated their contracts with the Offeror within the past three years. Include with the list the reasons for terminations, client name, and contact person and phone number.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process.

4.4.2.7 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (*Do not include any detail of the financial proposals with this technical information*):

- The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

NOTE: Because there is no guarantee of any level of usage under this contract, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In other words, for each \$1,000 of contract value, how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.?

4.4.2.8 Financial Capability and Insurance:

The Offeror shall include the following:

- Evidence that the Offeror has the financial capability to provide the services via abbreviated profit and loss statements and abbreviated balance sheets for the last two years.
- A least one (1) bank credit and financial reference that demonstrates the Offeror has the stability and financial capacity to perform the services.
- A copy of the Offeror's current certificates of insurance required by Section 3.6 (property, casualty and liability), which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions

4.4.2.9 Subcontractors:

Offerors must identify subcontractors, if any, excluding those used solely to meet MBE participation goals, and the role these subcontractors will have in the performance of the contract. Subcontractors retained for the sole purpose of meeting the established MBE participation goal for this solicitation must be identified as provided in Attachment D of this RFP.

4.4.2.10 Required Submissions

The following are to be included in the Original Technical Proposal Only:

- Completed Bid/Proposal Affidavit (Attachment B)
- MBE form D-1 (located in Attachment D)

4.5 Volume II - Financial Proposal

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, eight (8) copies, and an electronic version in Microsoft Excel or Word of the Financial Proposal. The Financial Proposal must contain all information in the format specified on the Financial Proposal Form (Attachment F). The Financial Proposal Form must be submitted and completely filled in (no blanks or omissions) and signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP.
- 4.5.2 In order to assist Offerors in the preparation of their financial proposal, Attachment F-Financial Proposal Form has been prepared. Offerors must submit their financial proposals on this form in accordance with the instructions on the form and as specified herein. Do not change or alter these forms.
- 4.5.3 Nothing shall be entered on the Financial Proposal Form that alters or proposes conditions or contingencies on the proposed fees. The fees must be clearly typed with dollars and cents, e.g. \$12.50. The fees must be the actual fees the State will pay for the proposed services per this RFP and may not be contingent on any other factor or condition in any manner. The fees must include all costs associated with the services provided. The fees proposed are the only payments the Contractor will earn.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below.

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Technical Response to RFP Requirements. Offeror's response to the work requirements of the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 4.4.2.4)
- Offeror Experience and Capabilities. (Ref. Section 4.4.2.5)
- References. (Ref. Section 4.4.2.6)
- Financial Capacity and Insurance (Ref. Section 4.4.2.8)
- Economic Benefit Factors. (Ref. Section 4.4.2.7)

5.3 Financial Criteria

All qualified Offerors will be ranked based on the total evaluated price as indicated on Attachment F-Financial Proposal Form.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures

5.5.1 General Selection Process

- The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.5.2 Selection Process Sequence

- The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in

discussions in approximately two weeks after delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.

- Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

5.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical will be given greater weight than price factors.

ATTACHMENTS

ATTACHMENT A – The State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – Contract Affidavit. It is not required at proposal's submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D – Minority Business Enterprise Forms.

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP Section 1.7 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – Proposal Price Form. This form is to be completed by the Offeror and comprise the Offeror's Volume II – Financial Proposal

ATTACHMENT G – Map and directions. This includes directions to the Department of Natural Resources Annapolis office.

ATTACHMENT A—Contract

THIS CONTRACT is made this _____ day of _____, 2004 by and between _____ and the STATE OF MARYLAND, acting through the DEPARTMENT OF NATURAL RESOURCES, OFFICE OF THE SECRETARY.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract Manager” means Richard McLean
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Department of Natural Resources.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.5 “Procurement Officer” means Deborah Thompson.
- 1.6 “RFP” means the Request for Proposals for State of Maryland Technical Assistance for Biological Sciences No. _____.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide Biological Sciences Services to DNR. The services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Request for Proposals –Project No. _____
Exhibit B – Contractor’s Technical Proposal dated _____.
Exhibit C – Contractor’s Financial Proposal dated _____.
Exhibit D – State Contract Affidavit Addendum.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services described in Contractor’s Proposal in accordance with the RFP. The term of this Contract is for a period of about five (5) years commencing on the date that the Department executes this contract and terminating on June 30, 2010. The Contractor shall provide services upon receipt of a Notice to Proceed from the State of Maryland Contract Manager.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of Attachment F, Contractor’s Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not

exceed \$ _____. Contractor shall notify Procurement Officer, in writing, at least 60 days before payments reach the specified amount. After notification from the Contractor, if the State fails to increase the contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the agency's receipt of an invoice for services provided by the Contractor, acceptance by the purchasing agency of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract.

4.3 Each invoice/bill for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited.

4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.5 Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

5.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend the Agency against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.3 below.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored

within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Indemnification

8.1 The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

8.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

8.3 The State has no obligation for the payment of any judgments or the settlements of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

8.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under this Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

9. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the tenancy and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

10. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contract Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Contract Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Contract Officer its written claim containing the information specified in COMAR 21.10.04.02.

11. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Agreement.

14. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

17. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Representations and Warranties

The Contractor hereby represents and warrants that:

23.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

23.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

23.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

23.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Costs and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 9 and 11 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Administrative

26.1 Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

26.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Mr. Richard McLean
Power Plant Assessment Division
Department of Natural Resources

580 Taylor Avenue
Tawes State Office Bldg. B-3
Annapolis, Maryland 21401

If to the Contractor:

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By _____

_____ Date

Witness: _____

MARYLAND DEPARTMENT OF NATURAL RESOURCES

By: _____
Secretary

Date _____

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, 2004.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

_____ (BPW Item #)

ATTACHMENT B—Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) been convicted of any criminal violation of a state or federal antitrust statute;
- (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§ 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;
- (h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the Contract Officer within 10 days after receiving notice under 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT C—Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____

BY: _____
(Signature)

(Authorized Representative and Affidavit)

ATTACHMENT D—Minority Business Enterprise Forms

ATTACHMENT D State of Maryland DEPARTMENT OF BUDGET & MANAGEMENT MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

DEFINITIONS

As used in this Exhibit, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE **must** be certified in order to have its contract participation counted under the Department’s MBE program.

MBE GOALS AND SUB-GOALS

An overall MBE subcontract participation goal of 10 percent of the total contract dollar amount has been established for this procurement.

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or Offeror must include with its bid or offer a completed MBE Utilization and Fair Solicitation Affidavit (ATTACHMENT **D-1**) whereby the bidder or Offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process. **If a bidder or Offeror fails to submit this affidavit, the Department may deem the bid or offer non-responsive.**

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the MBE Liaison. **If the apparent awardee fails to return each completed document within the required time, the award is voidable.**
 - (1) Outreach Efforts Compliance (ATTACHMENT **D-2**)
 - (2) MBE Participation Schedule (ATTACHMENT **D-3**)
 - (3) Subcontractor Project Participation Statement (ATTACHMENT **D-4**)
 - (4) In the rare event that the apparent awardee believes a waiver is necessary of the overall MBE goal or of any sub-goal by MBE classification, it may submit a waiver request that complies with COMAR 21.11.03.11 in the place of the MBE Participation Schedule.
 - (5) Any other documentation required by the Department's MBE Liaison to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing all payments made to MBE subcontractors during the preceding 30 days, as well as any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made (**Attachment D-5**).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (**Attachment D-6**).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ADDITIONAL ATTACHMENTS TO
MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

ATTACHMENT D-1 - *Certified MBE Utilization and Fair Solicitation Affidavit* (must be submitted with bid or offer)

ATTACHMENT D-2 - *MBE Participation Schedule* (must be submitted with Attachment D-1)

ATTACHMENT D-3 - *Outreach Efforts Compliance* (must be submitted within 10 working days of notification of apparent award)

ATTACHMENT D-4 - *Subcontractor Project Participation Statement* (must be submitted with Attachment D-2)

ATTACHMENT D-5 - Maryland Department of Budget and Management Minority Business Enterprise Participation – Prime Contractor Paid/Unpaid MBE Invoice Report

ATTACHMENT D-6 - Maryland Department of Budget and Management Minority Business Enterprise Participation – Subcontractor Paid/Unpaid MBE Invoice Report

ATTACHMENT D-1
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT

***** EFFECTIVE OCTOBER 1, 2004 *****

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, sub goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of _____% and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent awardee (competitive sealed proposal), I will submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

2. I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule with the bid or proposal.
3. I understand that if I am notified that I am the apparent awardee , I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)

- (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT D-2
MBE Participation Schedule
(for submission with bid or proposal)

* * * * * **EFFECTIVE OCTOBER 1, 2004** * * * * *

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE ATTACHMENT B CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	%	\$	
TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:	%	\$	
TOTAL WOMAN-OWNED MBE PARTICIPATION:	%	\$	

Document Prepared By: (please print or type)
 Name: _____ Title: _____

MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

ATTACHMENT D-3
Outreach Efforts Compliance
Statement

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid conference
☐ No pre-bid conference was held.

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

ATTACHMENT D-4
Subcontractor Project Participation
Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in
Prime Contractor Name
conjunction with Solicitation No. _____, it and _____,
Subcontractor Name
MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor shall: (describe work) _____

☐ No bonds are required of Subcontractor

☐ The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

By: _____
Name, Title

Date

Subcontractor Signature

By: _____
Name, Title

Date

ATTACHMENTS D-5 & 6
PRIME CONTRACTOR MBE REPORTING INSTRUCTIONS

RFP#: 0 _____
BPO#: _____

These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Procurement Officer immediately.

1. **As the prime contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this contract. Part of that effort, as outlined in the RFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (Prime Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.**
2. The prime contractor must complete a separate form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. With the approval of the contract manager, the report may be submitted electronically. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.**
3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize form D-6 (upper right corner of the form) for the subcontractor the same as the form D-5 was customized by the Procurement Officer for the benefit of the prime contractor. This will help to minimize any confusion for those who receive and review the reports.
4. **It is the responsibility of the prime contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor's proper submission of the D-5 reports. The contract manager will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The prime contractor must promptly notify the contract manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE reporting requirements and/or failure to make a good faith effort to meet the MBE goal(s) will cause the prime contractor to have an unfavorable standing with the Department for future contracting opportunities.

Prime Contractor Paid/Unpaid MBE Invoice Report

Report Due By the 15th of the following Month.

List all payments made to MBE subcontractor named above during this reporting period.

List dates/amounts of any unpaid invoices received from subcontractor during this reporting period.

Return one (1) copy of this form to each of the following addresses:

Gayle Moreland
DNR Power Plant Assessment Division
580 Taylor Ave.
Tawes State Office Bldg B-3
Annapolis MD 21401

Deborah Thompson , MBE Liaison Officer
DNR Power Plant Assessment Division
580 Taylor Ave.
Tawes State Office Bldg B-4
Annapolis MD 21401

Signature: _____ Date: _____

This form is to be completed monthly by the MBE contractor
ATTACHMENT D-6
Maryland Department of Budget and Management
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report _____ Month/Year _____ <p style="text-align: center;">Report Due By the 15th of the following Month.</p>	Contract # _____ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
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MBE Subcontractor Name:		
MDOT Certification #		
Contact Person		
Address:		
City	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor in the preceding 30 days. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime Contractor Name: _____ Contact Person: _____		

Return one (1) copy of this form to each of the following addresses:

Gayle Moreland DNR Power Plant Assessment Division 580 Taylor Ave. Tawes State Office Bldg B-3 Annapolis MD 21401	Deborah Thompson , MBE Liaison Officer DNR Power Plant Assessment Division 580 Taylor Ave. Tawes State Office Bldg B-4 Annapolis MD 21401
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Signature: _____ Date: _____

ATTACHMENT E—Pre-Proposal Conference Response Form

Project No. K00R5200202

Project Title: **Technical Assistance in Biological Sciences**

A Pre-Proposal Conference will be held at 10:00 AM, on January 18, 2005 at Department of Natural Resources, 580 Taylor Avenue, Tawes State Office Building, C-1 Conference Room, Annapolis MD 21401.

Please e-mail, fax or return this form by January 12, 2005 advising whether or not you plan to attend.

For directions to the meeting site, See Attachment G-Directions to the Pre-proposal Conference or you may contact Richard McLean at 410-260-8662.

Return or fax this form to the Contract Manager:

Richard McLean
Department of Natural Resources
Power Plant Assessment Division
Tawes State Office Bldg B-3
580 Taylor Ave.
Annapolis, MD 21401
Fax # (410) 260-8670
rmclean@dnr.state.md.us

Please indicate:

_____ Yes, the following will be in attendance:

	Name	Company/Firm/Org	Phone
1.			
2.			
3.			

_____ No, we will not be in attendance.

Signature

Title

ATTACHMENT F—Financial Proposal Form

Positions Title	A	B	C
	Fully-Loaded Hourly Rate *	Evaluation Factor	Evaluated price **
Senior Manager	\$	0.25	\$
Project Manager	\$	0.14	\$
Senior Scientist/ Senior Engineer	\$	0.18	\$
Scientist/Engineer	\$	0.19	\$
Technician	\$	0.07	\$
Junior Technician	\$	0.04	\$
Administrative/Clerical	\$	0.13	\$
Total Evaluated Price			\$

Authorized Signature

Company Name

Name and Title

Company Tax ID #

* The fully-loaded hourly rate is the actual rate the State will pay for services and must be recorded in dollars and cents.

** Total Evaluated price will be rounded to the fourth decimal place and is intended to establish financial ranking of each qualified Offeror

Instructions:

1. Record the Fully-Loaded Hourly Labor Rate I (in dollars and cents, EX: \$10.00) for each Position Title in Column A.
2. For each Position Category, multiply Column A times Column B, rounding up to four decimal places. (EX: if the result is \$10.12345, round up to \$10.1235)
3. Add Column C. Enter the total of Column C on the line marked "Total Evaluated Price"
4. Complete all information and have the document signed by an authorized individual.

ATTACHMENT G—Map and Directions



Directions from the DC Metro Area:

Take Rt. 50 east towards Annapolis/Bay Bridge. Take exit 24 Rowe Blvd/Route 70 exit and follow Rowe Blvd. over a bridge until you reach your second light at the corner of Rowe and Taylor Ave. Make a right at the light. Parking is available on the right. Turn at the sign that reads "Gold Parking" if you plan on staying for more than a half hour, there is a \$4/day fee in the Gold Lot. If you are visiting for less time than 30 minutes then there is a parking area in front of the Tawes complex. Turn left at the DNR sign and then make the next right. **This is a short term parking area only and you will be towed if you are parked there longer than 30 minutes**

Directions from Baltimore:

Take 97 Southbound and follow the signs to Rt. 50 east/Bay Bridge. Take exit 24 Rowe Blvd/Route 70 exit and follow Rowe Blvd. over a bridge until you reach your second light at the corner of Rowe and Taylor Ave. Make a right at the light. Turn at the sign that reads "Gold Parking" if you plan on staying for more than a half hour, there is a \$4/day fee in the Gold Lot. If you are visiting for less time than 30 minutes then there is a parking area in front of the Tawes complex. Turn left at the DNR sign and then make the next right. **This is a short term parking area only and you will be towed if you are parked there longer than 30 minutes**

From the Eastern Shore of Maryland:

Take Rt. 50 west toward Washington. After passing over the Severn River Bridge take exit 24 Rowe Blvd/Route 70 exit and follow Rowe Blvd. over a bridge until you reach your second light at the corner of Rowe and Taylor Ave. Make a right at the light. Turn at the sign that reads "Gold Parking" if you plan on staying for more than a half hour, there is a \$4/day fee in the Gold Lot. If you are visiting for less time than 30 minutes then there is a parking area in front of the Tawes complex. Turn left at the DNR sign and then make the next right. **This is a short term parking area only and you will be towed if you are parked there longer than 30 minutes**